



Are we offering any endorsements specifically for COVID-19 or any other pandemic events?

At this time, Westfield will not offer or develop forms that would provide coverage for COVID-19 or future pandemic events.

Is there language contained in Westfield policies that prevents or excludes payment of claims for business interruption, either voluntarily or due to an order of a civil authority, as a result of COVID-19?

The Business Income (and Extra Expense) Coverage Form as well as the Business Income coverage provided under the Businessowners Property form set out the requirement that the suspension of operations must be caused by direct physical loss or damage, and the loss or damage must be caused by or result from a Covered Cause of Loss. Furthermore, specific exclusions apply to situations involving a virus.

The Businessowners (BP 00 03 07 13) includes the following Exclusion:

1. We will not pay for loss or damage caused directly or indirectly by any of the following ...
J. Virus or Bacteria

The Commercial Property policies include the Exclusion of Loss Due to Virus or Bacteria (CP 01 40 07 06). The endorsement sets out in part:

- B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism ...

If an insured's employees become infected with COVID-19, would the Workers' Compensation policy respond?

Typically, the flu and other infectious diseases are not covered as work related. For an illness or disease to be covered under Workers' Compensation, the illness or disease must be contracted in the course of employment and must have been caused by conditions in the workplace. Some jurisdictions may have, or may soon be adding, presumptions for occupations such as medical providers. Such actions could change the burden of proof. All WC claims will be investigated on a case by case basis applying jurisdictional law to make compensability decisions.

Is there coverage if a business is found to be legally liable because of COVID-19?

Reported claims will be investigated to determine if coverage applies. Potential exclusions include the BP 14 86 Communicable Disease Exclusion and CG 21 32, CG 33 76 Communicable Disease Exclusions. These endorsements exclude "bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

If a business is ordered to shut down due to actions of a governmental authority as a result of COVID-19, will the vacancy provisions apply to exclude or limit coverage for a covered loss to property?

Westfield will not consider the time period associated with the governmental ordered shutdown as applying to the vacancy condition. This is not a waiver of the vacancy condition and all provisions of the policy remain. It is not necessary to modify the policy during the period of the shutdown. Businesses continuing a shutdown beyond the ordered time period should contact their agency representative to address continuing coverage. Businesses voluntarily shutting down should also contact their agency to address continuing coverage.

As each individual loss scenario is dependent upon the facts and coverages related to that loss, the statements above are not intended to be a guarantee of any coverage and Westfield reserves all rights.